

**QUESTIONS AND ANSWERS TO RFQ PR-HQ-04-11043**  
**UPDATED August 13, 2004**

**Q1.** Under item #001A “Response Manager” it lists an estimated quantity of 15,000. We are assuming that you are referring to “estimated quantity of man-hours. Are we correct?

**A1.** Estimated Quantity for services is changed to read “Estimated Quantity Labor Hours” see Amendment 1.

**Q2.** Under Item# 0033 - generator - 5 KW (Estimated Quantity = 750). We find it difficulty to conceive that your are referring to 750 man/hours.

**A2.** Estimated Quantity for equipment is changed to read “Estimated Usage Days” see Amendment 1.

**Q3.** Does your procurement have to comply with SBA Non-manufacturer rules?

**A3.** The results of this procurement will be a services contract.

**Q4.** In the past, your agency has always encouraged the participation of small and disadvantaged businesses under the caption “Mentor/Protégée relationship as a part of the pre-award requirement. We would like to see your solicitation modified to reflect such a relationship as part of the pre-award requirement. We believe that if such a relationship is made a part of your solicitation small firms like us would be assured of being a member of a proposed team.

**A4.** The procurement is currently a 50% small business set-aside.

**Q5.** Is this a 100% small business set-aside with 2 awards expected or a full and open solicitation with a partial small business set-aside.

**A5.** At this time it is undetermined if the procurement will be 100% set-aside or partial set-aside. Two contracts will result from issuing solicitation PR-HQ-04-11043. Currently we are only will soliciting proposals from small businesses. After evaluation of the sources sought (which was advertised under PR-HQ-04-12007), RFP PR-HQ-04-11043 will be amended to identify the classification of the currently undetermined portion.

**Q6.** If this solicitation is a partial small business set aside, why are the requirements the same for small businesses as for the full and open aspects of the RFP, while the pricing for the full and open

aspects is only one half that of the small business?

**A6.** The solicitation has been amended to reflect 50% for the small business and 50% for the undetermined aspect.

**Q7.** Is there any requirements for small business to perform a minimum effort on the contract?

**A7.** Yes, in accordance to FAR Clause 52.219-14(b)(1) *Services (except construction)*. *At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.*

**Q8.** Section B.4.F Advance Approval indicates all costs must be paid by the contractor as a precondition to Government payment. Will there be an exception to this for small businesses for ODCs?

**A8** *Cost only need to be incurred. The solicitation will be amended to reflect this change*

**Q9.** Section E.2.A requires a QMP to be submitted as a separate and identifiable part of its technical proposal. Section L.11 requests an outline of a Quality Assurance (QA) Program Plan. Should both a QMP and an outline for a QA Program Plan be submitted as part of the technical proposal?

**A9.** Yes, both are required.

**Q10.** Section L.11.D “Sample Work Plans,” requests sample work plans for the two removal scenarios that follow. Section M.3..D indicates we will be evaluated on our approach. Since both scenarios are emergency in nature, should we prepare a work plan for the emergency short term or a general approach?

**A10.** Section L.11.D(1) states, “Your approach to both short and long term responses, including a description of the technical methods, management approach and analytical needs.”

**Q11.** Section L indicated the technical proposal must be submitted in an original and five (5) copies. Should the cost proposal also be submitted as an original with (5) copies?

**A11.** Yes, the RFP requires the submissions of five (5) copies of both the cost proposal and technical proposal.

**Q12.** Section M.3 Evaluation Factors provides a point scores for each section of the technical proposal totaling 100 points. Will technical proposal be ranked by total points? Will there be any minimum point requirements for any section of the technical proposal? Will any criteria be deemed more important than others? If so, which criteria are deemed most important?

**A12.** The technical proposal will be evaluated in accordance with M.3(b). The points will be assigned by the Technical Evaluation Panel according to the responses provided in each category. The criteria for evaluation are listed in M.3(b).

**Q13.** Attachment 9-Wage Determinations provides a website to obtain SCA Wage Determinations. SCA Wage Determination 96-0223 for nation wide cleanup services is referenced in Attachment 9, but is not available on the website. Would the Government please provide this wage determination?

**A13.** SCA Wage Determination 96-0223 is not available on the site indicated. EPA will provide this information on our website at <http://epa.gov/oam/srpod>.

**Q14.** A response to these questions is critical to the preparation of our proposal and due to the complex delivery requirements, will the Government please provide reasonable extension to the due date?

**A14.** An amendment will be posted on 7/15/04 to extend the date for receipt of proposals to 8/12/04.

**Q15.** Does the Region historically conduct 20 concurrent task orders as implied in this solicitation? This is 2 contracts are anticipated to be awarded with each having demonstrated capability to perform 10 concurrent projects.

**A15.** The RFP requires offerors to demonstrate capabilities for ten (10) concurrent removal actions as stated in Section L.11.4.

**Q16.** If a Small Business is awarded the Large Business contract will the Small Business still only be able to perform up to 50% of the contract value?

**A16.** If the sources sought evaluation justifies a full and open contract is to be awarded and a small business is awarded the full and open contract the Government will order the minimums specified in the two contracts then each contractor will be given a fair opportunity to compete for additional orders. See clauses entitled "INSTRUCTIONS CONCERNING THE ESTIMATED QUANTITIES IN CLAUSE B.1 added by Amendment 1.

**Q17.** RFP Section L.6 - Please clarify whom the proposal should be addressed.

**A17.** The RFP should be addressed to the attention of the Contracting Officer - Tanya Hoston.

**Q18.** Section L. - Comment/Clarification: The two scenarios are both labeled "Scenario 2."

**A18.** The number of the scenarios in Section L has been corrected in Amendment 001.

**Q19.** Section L.14 provides for the governments estimates of Other Direct Costs (ODCs) at \$15,3000,000. Are we to assume that this is an annual estimate total for the ODCs that should be applies for the base year and each of the option years?

**A19.** Apply 50% of the Government estimates for ODCs annually.

**Q20.** No contract total is requested as part of the pricing (i.e. Base year plus 4 option years) - is this intentional?

**A20.** This is addressed in M.1 "Evaluation of Options," and M.3 (c) "Evaluation Factors For Award" - (Evaluation of Cost/Price).

**Q21.** Section L.10(a)(2) Font size reference: Would the government please consider allowing a smaller font size (maybe 8-10) for graphics (tables, charts, figures, etc.) as a 12 point font would make some harder to read/follow rather than easier?

**A21.** 12 point font is required.

**Q22.** In accordance with FAR 52.219.11 Price Evaluation Adjustment for Small disadvantaged Business concerns, will the pricing be adjusted for other Full and Open large business concerns bidding if we submit proposals on the Full and Open as well as the Partial Small set-aside?

**A22.** Clause 52.219.11 is "Special 8(a) Contract Conditions, your reference seems to be Clause 52.219-23 "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns". If a full and open contract is to be awarded this clause will be included in the procurement through an amendment and all conditions of the clause will apply.

**Q23.** Section L.10 requires that the proposal be submitted with “two-sided” printing. This requirement is burdensome for a small business. Can this requirement be waived since it will require many small businesses to go to an outside company for reproduction support?

**A23.** Clause 52.204-4 requires double-sided and recycled paper be used.

**Q24.** Section L.11 Criterion C.2 Response Managers (page L-7), please clarify what is meant by “Response Manager **category**” in paragraph 3, line 4.

**A24.** The reference to “category” has been removed in Amendment 1.

**Q25.** Are we correct to assume that resumes are only required for the Program Manager and the Response Managers and not the other labor categories, even though there are position descriptions in the RFP?

**A25.** Yes, as described in Section L.11(a)C.

**Q26.** How do you obtain the DOL Wage Determinations? The web site requires a subscription and indicates the determinations are not official. Do you expect all offerors to purchase a subscription?

**A26.** The web addresses listed in Attachment 9 do not require subscriptions.

**Q27.** Article L.11.D. Sample Work Plans, states “the Offeror shall prepare sample work plans for the two removal scenarios that follow.” Article M.3, paragraph D, states “Offerors shall be evaluated on their demonstrated understanding of hazardous substance on-site response situations by describing their proposed managerial and technical approach in dealing with the sample scenarios located in Section, L.” It is our practice to develop and submit work plans for removal activities of a non-emergency nature; however the two scenarios provided in Article L.11, paragraph D are clearly emergency response actions. Please clarify if the EPA wants work plans for the emergency response actions described in Article L.11, Paragraph D, or a description of managerial and technical approach as described in Article M.3, paragraph D?

**A27.** The approach identified in Section L.11.D is the required method.

**Q28** Section B.1 Fixed Rates indicates that the fixed rates are to be inclusive of program management, report preparation etc. Does report

preparation mean contract reports (such as monthly status) or site specific reports (such as safety plans, sampling plans, off-site disposal reports), or both contract and site specific report preparation?

**A28** Reports preparation includes all reporting requirements such as monthly status reports, safety plans, sampling plans, and off-site disposal reports.

**Q29** Section B.4 A. Labor indicates that time in travel is not an allowable direct cost. We feel this requirement is unreasonable for small businesses that can meet the response time requirements of the contract, but do not have the office locations throughout the Region to limit time-in-travel costs. These costs are extremely difficult to estimate for this contract, since it is impossible to predict the locations of emergency work within the states of New York and New Jersey. Since many of the positions under the contract are non-salary labor subject to the SCA, payment of the personnel for time in travel is a direct cost for the contractor. Will the Government please consider allowing time-in-travel to be an allowable direct cost?

**A29** Actual time spent in travel will not be separately reimbursed as a direct charge. However, if it is your company's policy to pay salary for employees in travel status, these costs are allowed. These costs will be recovered via the fixed labor and equipment rates which allow you to include these costs in your proposed labor and equipment rates. As instructed in B.4, "the fixed rates for labor and equipment specified in clause B.1 are inclusive of all expenses including, personnel time spent in travel..."

**Q30** Section B.4 C Travel indicates the contractor shall use the least expense means of travel. If time-in-travel is not an allowable direct costs, can the contractor's cost for time-in-travel be considered when determining transportation costs?

**A30** Refer to answer in Question 29.

**Q31** Section B.4 D Equipment indicates that the fixed rate for equipment is to include mobilization and demobilization costs. We feel this requirement is unreasonable for small businesses for heavy equipment mobilization and demobilization (backhoe and uniloaders). The cost of heavy equipment mobilization is dependent on the distance traveled and includes a truck, a trailer, and a driver. These costs are extremely difficult to estimate for this contract since it is impossible to predict the locations of emergency work and the duration of time the item will be utilized at the site. This

requirement is also contradictory to the industry norms for heavy equipment rentals that separate mobilization/demobilization costs from rental rates. In addition, Clause H.15 stipulates that once the average acquisition cost has been equaled in charges to a task order, no additional charges shall be allowed. Yet, the Government expects a small business to include extensive mobilization and demobilization costs in the fixed rate that is not accounted for in the average acquisition cost of the item. Considering these facts, will the Government please consider allowing mobilization / demobilization costs as separate allowable direct costs for heavy equipment items?

- A31** H.15 fully explains charges that will be allowed. For mobilization/demobilization costs see the response in Question 29. An amendment addressing the ceiling of ODCs will be issued.
- Q32** Section B.4.F Advance Approval indicates that all Task Order costs must be approved in advance by the OSC. Is there a standard method for obtaining advanced approval?
- A32** Approval can be verbal or written and must be provided by the OSC.
- Q33** Section L.11 A.4 Equipment and L.11.C.2 Response Managers indicate a minimum of 10 concurrent removal actions while the corresponding factors in Section M indicates 3 concurrent removal actions. Which is correct?
- A33** The RFP requires offerors to demonstrate capabilities for ten (10) concurrent removal actions as stated in Section L.11.4. Amendment 001 corrected Section M to reflect 10 concurrent removal actions.
- Q34** Attachment 5 – Labor Categories and Equipment. Will the Government accept experience in lieu of a degree in any of the categories requiring degrees. Will the Government consider allowing any type of science degree for the Industrial Hygienist/Safety Engineer position and T & D Specialist Position?
- A34** Requirements are as stated in the RFP.
- Q35** The RFP requires both the small business and large business provide personnel and equipment for 10 concurrent removal actions. Does this mean the EPA anticipates a total of 20 concurrent removal actions. It appears that it would be more reasonable if the small business was responsible for a fewer number of concurrent actions. Since Article M.3,

paragraph C.2 states that the offeror must demonstrate the ability to provide cleanup services for, at a minimum, three (3) concurrent removal actions in the Region, perhaps the number of concurrent actions should be three to remove the inconsistency?

**A35** See response to Question # 33.

**Q36** The RFP indicates that mobilization/demobilization time/costs for personnel and equipment are not allowed. It does not seem reasonable for a small business to not charge mobilization and demobilization time/costs for personnel and equipment since such actions are performed at the direction of the EPA ordering officer. These are allowable costs under the Region III Emergency and Rapid Response contracts.

**A36** See response to Question # 31.

**Q37** Article B.4, Paragraph A. Labor, indicates that time in travel is not an allowable direct cost. We feel this requirement is unreasonable for small businesses. The key requirement is for the small business to meet the designated response time. These costs are extremely difficult to estimate for this contract, since it is impossible to predict the locations of emergency work within the states of New York and New Jersey. Since many of the positions under the contract are non-salary labor subject to the SCA, payment of the personnel for time in travel is a required cost for the contractor. It is requested that the EPA adopt the practice of the Region III ERRs contracts, which makes this a direct allowable expense.

**A37** See response to Question # 31.

**Q38** Article B.4, paragraph D. Equipment, indicates that the fixed rate for equipment is to include mobilization and demobilization costs. We feel this requirement is unreasonable for small businesses for equipment mobilization and demobilization. It is very difficult to estimate the costs for this activity since it is impossible to predict the locations of emergency work and the duration of time the equipment will be utilized at the site. Again, it is requested that the RFP adopt the Region III practice or allowing these expenses, which are fair to small business concerns.

**A38** See response to Question # 31.

**Q39** Under the Fair Labor Standards Act and Service Contract Act, employers are required to pay premium time to non-exempt employees for hours worked in excess of 40 in a workweek. Since mobilization and demobilization time is not a reimbursable expense, the OSC can direct that the contractor to demobilize from a site at the end of a week and the contractor will be



required to pay premium time to SCA covered employees and the cost will not be an allowable expense. This appears to be an unreasonable requirement, and an attempt by EPA to avoid premium time payment obligations under the SCA and FLSA.

**A39** B.1 specifies fixed equipment rates for some SCA-covered categories as well as overtime rates for those categories.

**Q40** Other questions not related to small business concerns:  
Paragraph C2 of section L. 10 states that offerors must demonstrate that they will have sufficient qualified response managers to provide cleanup services for, at a minimum, ten (10) concurrent removal actions. Section M. 3, paragraph C 2 states that the offeror demonstrate the ability to provide cleanup services for, at a minimum, three (3) concurrent removal actions in the Region. Must the offeror demonstrate the capability to perform three (3) or ten (10) actions concurrently?

**A40** See response to Question # 33.

**Q41** The RFP issued does not have much in the way of the traditionally needed and used construction equipment in the current pricing schedule nor any marine equipment (Bull Dozers, loaders, tracked excavators, John Boats etc.) Where many such items were found in the solicitation for the Puerto Rico and Virgin Islands ERRS solicitation. Is there a reason for this? It seems that it would behoove EPA to have a more comprehensive pricing list to minimize the time and money spent in negotiating a rate with the OSC's on every task order assigned.

**A41** See Clause B.2 for requirements.

**Q42** Will EPA issue a revised equipment pricing schedule?  
Considering the possibility that the scope of work may include UXO/MEC, WMD, asbestos and Radiological responses. There are no labor rates established for some of the specialist categories of trained and experienced personnel to address these. Assuming no modifications are made to the current labor pricing schedule, can the offeror provide additional labor rates for these specialties, that as with the additional equipment, can be negotiated at contract award to again save time and money between contractor and OSC in negotiating and expedite concentration on the clean-up task at hand?

**A42** See Clause B.2 for requirements.

**Q43** We believe that the following named items should be made part of your solicitation namely:

1. Decontamination shower tent.
2. Emergency Lighting.
3. Respirators
4. Equipment for Fit Testing.
5. Training for the use of many of the specialized item which are listed (example: Gamma Radiation Meter, Multi Gas Survey Meter).

**A43** See Section B.4 E "Other Direct Costs" this section specifies the items which will not be an allowable direct charge to the contract.

**Q44** Part 1 - The Schedule. We are fully aware of the contents of Davis-Bacon Act regarding "fair wages". Is the use of "Non Union workers permitted?

**A44** The use of Non-Union workers is governed by the area in which the work is being performed and the labor agreements in the work area.

**Q45** With regards to Subconsultant. How many tiers of Subconsultant are permitted during the execution of an individual work order?

**A45** The Government does not dictate to offerors the number of subconsultants allowed.

**Q46** Your solicitation speaks of a "work order with a "ceiling price". Your solicitation also requires that the "OSC" be notified when the ceiling cap reaches 85%. Your solicitation also speaks about "Advance Approval" what happens if upon issuing such notification to your "OSC" another or multiple "disaster occurs" within proximity of the existing site and require "immediate response? Should the contractor have to wait for a letter of approval, permitting him/her to response or the contractor should response utilizing "all appropriate containment methods" which are available?

**A46** Please refer to clauses B.4.F, G.1(a), and H.42 of the

**Q47** Let's look at a scenario, which occurs on a holiday weekend. The designated representatives from the EPA are not around. The Contractor responded and succeeds in containing a major spill. Non approved techniques were used, skilled and non-skilled workers not previously approved were also used.

**A47** See response to Question # 46.

**Q48** The communication agency, which oversees all communication equipment, is known as ("NTIA"). Does the hand held radios and all other communication equipment you are preparing to purchase have to meet this requirement?

**A48** Radios are P25 compliant.

**Q49** The "salient characteristics for most items are some "vague". Can a broader description for these items be given?

**A49** Question is unclear as to referenced items.

**Q50** Page H-16 - states that "Resource Managers" are key personnel, should this be "Response Managers"?

**A50** Response Manager is the correct key personnel.

**Q51** Section L - Comment/Clarification: On the second scenario (NYC), the last sentence, it states "EPA and its contractors will operate independently of one another and receive no support from any agency or organization." This needs to be clarified. The way this is stated, the contractor and EPA will work independently of each other and I believe they mean that EPA and the contractor will work together, independent of other agencies.

**A51** Your interpretation is correct and should be used for this scenario.

**Q52** The types of CLIN equipment items listed are not sufficient to perform the requested scope of work. Is an ammended CLIN equipment list (with larger pieces of equipment that would be necessary to perform the scope of work for this contract) contemplated? If not, how is the contractor supposed to charge for contractor-owned equipment?

**A52** See Sections B.1 and B.2.

**Q53** Please clarify whether or not CLIN equipment rates only apply to contrator-owned equipment.

**A53** CLIN equipment rates are dependent on your company's practices for securing equipment items which could include contractor-owned equipment.

- Q54** Scenario #2 (Rochester, NY) - Will you provide a complete inventory of the material on hand? Does the scenario description assume that all of the describe events occurred before our arrival to the site?
- A54** Respond to the scenarios as stated according to your understanding of the conditions described, your experience and expertise.
- Q55** The labor quantities, equipment, and ODCs have been reduced 50% in the amendment. Will the technical requirements imposed also be reduced by 50%. In other words, will the number of concurrent response action be reduced from 10 to 5?
- A55** Response action will be for 10 concurrent events.
- Q56** The equipment item "Trailer – Emergency Response" has very specific requirements, as detailed in Attachment 5. An equipped trailer of this type is not readily rentable in the marketplace and would have to be purchased and stocked. An estimated cost to purchase it including a vehicle for transportation is approximately \$100,000. The estimated quantity to charge this item over the life of the contract is 1000 days. To break even on costs would require a rate of \$100 per day. However, there is no guarantee that this item will ever be ordered under the contract. If the EPA truly wishes the contractor to have this response capability, could an annual, guaranteed standby rate be considered that would allow the contractor to capture the costs for this item? Given the performance-based nature of the contract including the "Timeliness of Performance" evaluation criteria and the possibility of counter terrorism type responses, the contractor cannot afford not to own, stock, and maintain this equipment item.
- A56** The Program has identified this equipment as a requirement to successfully perform the SOW. Pricing methods used is a business decision for each offeror.
- Q57** **B.4 FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHER DIRECT COSTS:** Subpart E, Other Direct Costs, Para (2). The list of equipment that will be non chargeable to the contract includes additional SCBA bottles and SCBA tanks. What is the definition of an additional SCBA bottle versus an additional SCBA tank?
- A57** A SCBA bottle is a unit sized to be worn/carried by an individual wearing the SCBA apparatus. A SCBA tank is much larger and is used to fill a SCBA bottle.
- Q58** **F.3 CERCLA OFF-SITE DISPOSAL REPORT:** The delivery schedule for the report states that it must be received by the OSC within 10 days after disposal of each waste stream. The report cannot be completed until the contractor receives the "Certificate of Destruction," the receipt of which may vary in timeframe pending the final waste disposition. Can the EPA

consider a revision of this clause to state "...within 10 days of finalizing the costs for the disposal in RCMS"?

**A58** The Region's interpretation of this requirement is that disposal of each waste stream means "final disposal" and issuance of a Certificate of Destruction (COD) by the disposal facility. Once the COD is issued by the facility, the contractor has ten (10) day to forward the CERCLA Off-Site Disposal Report to the OSC.

**Q59** **H.21 KEY PERSONNEL Para (a):** This clauses defines key personnel as the Program Manager, Alternate Program Manager, and Resources Managers. Should "Resources Managers" be "Response Managers?"

**A59** Yes, it should be Response Manager.

**Q60** L.11 D.2 Scenario #1: Please confirm that heated PCE creates mustard gas:  
 $C_2Cl_4 + \text{heat} \Rightarrow S(CH_2CH_2Cl)_2$

**A60** Offerors will be evaluated on their expertise and understanding of the scenarios.

**Q61** **L.11 D.2 Scenario #2:** Para 6 states, "For the purposes of this scenario, EPA and its contractors will operate independently of one another and receive no support from any other agency or organization." Please clarify: Does this statement refer to operational support only (performance of sampling, cleanup will be performed by the contractor only) or no support at all? IS it reasonable to assume that since law enforcement has secured the building and that the building housed suspected terrorist activity that many other organizations and agencies will participate in the response? Is it reasonable to assume that the contractor will depend on government entities for security, direction on sampling techniques, chemical and biological analysis (as at the Capitol Hill Anthrax and Capitol Hill Ricin responses) of materials found, and direction/support on medical monitoring and possible antidotes/prophylaxis? Is it reasonable to assume that EPA will provide the decontamination equipment necessary to ensure safe operations?

**A61** See response to Question # 60.

**Q62** **ATTACHMENT 1 PERFORMANCE-BASED STATEMENT OF OBJECTIVES FOR EMERGENCY AND RAPID RESPONSE SERVICES FOR SITES LOCATED IN NEW YORK AND NEW JERSEY:** Attachment 1, Section II.C discusses Level A capabilities and it defines the composition of a Level A team. It also states that Level A team(s) shall be trained, experienced labor with appropriate equipment. Further, this section specifies that they must work within special SOPs to ensure safety and be trained in accordance with not only CFR 1910.120 but also with NFPA standards. For the Cleanup Technician qualifications later described in Attachment 5, the RFP states that there is a 3-year experience minimum for Level A work.

- A62** Experience should be in accordance with Attachment 5 stated requirements.
- Q63** In Section L.11 (b), the Cleanup Tech labor category is mapped to the wage determination for laborer (23470). This determination defines a laborer as “Performs tasks which require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: Loads and unloads trucks, and other conveyances; moves supplies and materials to proper location by wheelbarrows or handtrucks; stacks materials for storage or binning; collects refuse and salvageable materials. Digs, fills, and tamps earth excavations; levels ground using pick, shovel, tamper and rake; shovels concrete and snow; cleans culverts and ditches; cuts tree and brush; operates power lawnmowers. Moves and arranges heavy pieces of office and household furniture, equipment, and appliances; moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment. Spreads sand and salt on icy roads and walk-ways; picks up leaves and trash.” Is this the correct SCA wage determination for members of the Level A teams of Cleanup Techs working in a high hazard environment?
- A63** All identified SCA Wage Determinates used are currently identified.
- Q64** Is this the correct SCA wage determination for a typical Cleanup Tech working in a non-Level A environment (e.g., Level B)?
- A64** See response to Question # 63.
- Q65** Has the EPA considered creating a new labor category for “Laborer” that maps to an SCA Laborer and mapping a Cleanup Tech (29 CFR 1910.120 trained) to an SCA Environmental Technician category?
- A65** No.
- Q66** In Attachment 1, Table I, the levels of protection are discussed. For Level A, the self-contained breathing apparatus must be MSHA/NIOSH approved. Does it also need to be “Chemical, Biological, Radiological, and Nuclear” certified per NIOSH/NFPA? Also, the self-contained breathing apparatus is not found on either the equipment CLIN list or in Section B.4.E. Will the contractor negotiate a fixed rate for the units as described in Section B.2 after award?
- A66** These are Level A requirements for offerors.
- Q67** **ATTACHMENT 5 LABOR CATEGORIES AND EQUIPMENT SPECIFICATIONS:**  
CHEMIST/ORGANIC: Can a B.A. degree in Chemistry substitute for a B.S. degree in Chemistry? Many accredited universities offer only a B.A. in Chemistry.
- A67** Both are acceptable.

- Q68** The CLIN descriptions for the 2-wheel drive truck and 4-wheel drive truck do not specify an SUV type of vehicle. Should all SUVs be billed under the 4-wheel drive truck CLIN (0015)?
- A68** There is no SUV included in the list of equipment specified in the RFP. If an OSC specifies the use of a SUV, a fixed rate will be negotiated and added to the delivery order or contract.
- Q69** **ATTACHMENT 9 WAGE DETERMINATIONS:** Will the EPA provide the Regional SCA wage determination 96-0223 revision 15?
- A69** Amendment 002 deleted this requirement.
- Q70** For the Field Clerk wage determination, is there a historic average for the General Accounting Clerk IV that the contractor should use or should the contractor assume the worst case or highest wage when developing the raw cost component of wages to pay?
- A70** Labor rates are not provided to offerors this is a business decision for each offeror determine.
- Q71** What is the standard within the National Fire Protection Association (NFPA) that the Level A teams should be trained to?
- A71** The applicable documents are NFPA 471 “Recommended Practices for Responding to Hazardous Materials Incidents” and NFPA 472 “Standards for Professional Competencies for Responding to Hazardous Materials Incidents”.
- Q72** Attachment 1, Section II.C discusses Level A teams, training, tasks, and support or lack thereof from other entities. It does not mention the specifications or the need for decontamination equipment. Is it assumed that the contractor should plan on providing the potentially specialized equipment for decontamination of its employees during a WMD event as described? Or can the contractor assume that EPA will provide the wash stations including rinsate retention sumps and tanks, shelters, and other necessary equipment items (e.g., RFQ-DC-04-00184, Decon Shelter specifications)? If the contractor must provide the equipment, will there be an opportunity to establish a fixed rate for the equipment in accordance with Section B.2?
- A72** The contractor is required to provide all necessary equipment to respond to a Level A emergency. The provisions of clause B.2 would apply.
- Q73** Referring also to Table I, Level A, does the fully encapsulating chemical-resistant suit need to meet specific permeability standards (e.g., for WMD chemicals)? Are the suits to be the limited use type or the durable type? Over a 24-hour Level A response, as described in Attachment 1, Section II.C, would the costs for consumed fully encapsulated suits be a direct charge to the contract or would they be non-chargeable per the Section B.4.E?

- A73** EPA recommends the use of limited use suits, certified for WMD chemicals. This will eliminate concerns about proper and complete decon of the suit and storage for later use. Limited use suits are considered “expendable” items like any other chemical protective suit and are billable as a cost reimbursement, ODC Item.
- Q74** Page B-10, Paragraph 1 (under Period IV Total): States what the hourly rates are to include, however, if final reports and data are to be completed off site (home office) would not clerical costs be an allowable cost under the contract? Please clarify.
- A74** Labor categories have been identified from categories historically used in previous ERRS contracts. No additional categories are requested by the EPA at this time. If during the performance of the contract there is identified a need to establish fixed rates for additional items of labor or equipment Clause B.2 would apply..
- Q75** Page B-10, Paragraph 1 (under Period IV Total): States that hourly rates are to include cost for background check, and as prescribed under H.27, Background Checks, this is required for sensitive sites, but this requirement does not state that this would be on a site specific basis. As it reads, all personnel participating in any response would be required to have a background check. If this is the case, this number can be significant and could result in higher costs to the EPA. Please clarify if this requirement is on a site specific basis only.
- A75** Every employee is required to have a background check prior to performing services for EPA under this contract. See H.27(c) and H.27(d).
- Q76** Page B-10, Paragraph 1 (under Period IV Total): Based on the costs associated with providing Background Checks under H.27 and Drug Testing under H.29, whether site specific or not, is not a measurable cost, as there is no estimated number of personnel that would be involved, to allow for this to be quantified as a cost and made part of the hourly rate. Therefore, and based on the fact that these requirements are being mandated by the EPA and are above normal industry standards and practices, could this not be reflected as a separate allowable cost under the contract, only to be billed when actually necessitated by contract requirements?
- A76** Under current policy Background checks and Drug testing are required for every employee, working on this EPA contract, and should be considered when establishing fixed rates in B.1. This is stated in clause H.27(c) and (d). Clause H.29 has been deleted, however clause H.30 is still in effect. In addition, in accordance with H.30(b)(1) Drug Testing requirements will be at the discretion of the Administrative Contracting Officer in determining whether it applies to field staff or includes project support as well.
- Q77** Section B.4, Fixed Rates for Labor and Equipment: Paragraph B.4.C, Travel, states that the contractor cannot exceed the amounts specified under the JTR for lodging and per diem. However, in consideration of those cases where response to some areas does exceed the allowable lodging rate, the contract does not allow for a request to the Contracting Officer requesting for a waiver or deviation from that rate. Please provide clarification on how the contractor is to recover those additional per diem costs in these instances.



**A77** The solicitation section B.4.C will be modified to include the statement, “Costs exceeding the maximum per diem rates require advance approval by the Contracting Officer or On-Scene-Coordinator.

**Q78** Section B.4, Fixed Rates for Labor and Equipment: Paragraph B.4.D, Equipment, states that the contractor is responsible for the cost and expense of maintenance of equipment. Does this include those repairs that are caused by site conditions, i.e.; multiple flats on wheeled vehicles or damage to tracked vehicles due to site conditions or debris that is not caused by the contractor or are beyond the control of the contractor? Please clarify.

**A78** As stated in B.1, The fixed rates should include all costs.

**Q79** Section F.7, Other Deliverables: Paragraph F.7d, Requires contractor to provide a rate disc within 60 days of CO request to submit a rate disc for use under RCMS. In addition, H.48, Removal Cost Management Software System, specifies the requirements of RCMS, however; there is no specific information on how the RCMS program is to be provided. In the past the EPA provided the initial RCMS disc. Please clarify if this is still the process for the contractor obtaining the information. Please clarify.

**A79** Section F.7 c Property Administration Program Plan, when applicable, has a delivery schedule of 60 days. Section F.7 d Rate Disc has a delivery schedule of 10 days. H.48 Removal Cost Management Software System, EPA will provide the initial RCMS disc.

**Q80** Section G.1, Ordering – By Designated Ordering Officers: Paragraph c, requires the contractor to provide a staffing plan within 10 days upon receipt of a task order. As some orders, specifically emergency services, may be for only short durations, please clarify if staffing plans will be required for every order regardless of duration.

**A80** G.11 Urgent Requirements addresses response requirements for emergency services. In an emergency response the contractor is required, at minimum, to provide Response Manager, Health and Safety Officer and field clerk within 6 hours of notification.

**Q81** Section G.1, Ordering – By Designated Ordering Officers: Paragraph e, in providing notification that the ceiling price of an order is within 85% of the funding limitation, is not a copy of this notification to be provided to the Contracting Officer, specifically in those cases where the additional funding required will exceed the authority of the Order Officer? Please clarify.

**A81** The person to be notified is the Ordering Officer as indicated by Section G.1. If funding requirements will exceed the Ordering Officer’s authority the Contracting Officer should be notified.

**Q82** Section G.8, Subcontract Consent: As Team Subcontractors will be identified in the proposal, will the contractor be required to request consent for the formal subcontract agreements or will each individual task order issued to a team subcontractor be required to be submitted for consent? Please clarify.

**A82** Team subcontractors are listed in the awarded contract with approved and established rates. See Section G.8 (d).

**Q83** Section H.29, Drug Free Workforce: Paragraph (b) states that the contractor is to provide proof of drug testing on a site specific basis, with tests performed within 90 days prior to the issuance of the order being acceptable. Although the requirement is understood, the time frame is not within normal industry standards, as most drug test are accomplished during yearly physicals or on as needed basis, and with this requirement, an individual could require another drug test even if only one day outside the 90 day time frame. This requirement does produce a cost impact upon the contractor, and as noted in the comment for Section B.10, including this cost in the hourly rate would lead to a higher cost to the EPA, since the associated cost is difficult to quantify. Therefore, as this requirement is mandated by the EPA is above normal industry standards and practices, could this not be reflected as a separate allowable cost under the contract, only to be billed when actually necessitated by contract requirements?

**A83** EPA requires the conditions as stated in EP-S-04-03 “Drug-Free Workforce,” any associated cost should be reflected in B.1.

**Q84** Section H.41, Required Subcontracting of Transportation and Disposal of Oil and hazardous Substances: Requires the subcontracting of T&D requirements, however, the methods and procedures are only subject to a “verbal” consent by the OSC. Due to the nature of the requirement and to avoid conflicts of interpretation, should this type of consent be provided in writing, which is normal for the industry? Please clarify.

**A84** OSCs are authorized to evaluate the selected method of off-site Transportation and Disposal verbally as stated in Section H.41(c). As indicated in paragraph (d) OSCs are also required to submit written determination that the situation on site clearly demonstrates that it is in the Government’s best interest from a timing, price or cost, or other basis to allow the contractor to provide transportation, and the rates to be utilized are acceptable to the OSC.

**Q85** Performance Based Statement of Objectives: The Statement of Work calls for environmental cleanup services, which is to include those due to terrorist attacks that may involve WMD’s,

biological, chemical, and nuclear contamination. As these events would be above and beyond what the industry would normally deal with, will the EPA provide or negotiate protection and indemnification with the contractor under CERCLA, as was provided by the EPA for the Anthrax Remediation performed at the Hart Senate Building? Please clarify.

**A85** Since publication of its Final Guidelines on Superfund Response Action Contractor Indemnification, 58 Fed. Reg. 5972 (Jan. 25, 1993), EPA has entered into very few indemnification agreements under its discretionary CERCLA § 119(c) authority. After issuing the Capitol Hill Anthrax site task order in the fall of 2001, EPA agreed to enter into indemnification agreements with two contractors who requested additional risk protection for that effort. The following year, Congress enacted the SAFETY Act, Subtitle G of the Homeland Security Act of 2002, Pub. L. 107-296. This new statute may reduce or eliminate the need for CERCLA § 119(c) indemnification if the Agency's response action contractors use or deploy approved, qualified anti-terrorism technologies.

**Q86** Scenarios: A small business with a large business as a one of it's team subcontractors, intends on pursuing the award for the small business set-aside portion of the referenced solicitation. The same large business with the same small business as one of it's team subcontractors, intends on pursuing the award for the full and open competition portion of the referenced solicitation. Can both the small business and large business be awarded prime contracts if they are successful under the scenarios described above?

**A86** A large or small business may choose to team with any business of their choice. If the large business in the team is awarded the full and open contract and they are teamed with the small business that is awarded the small-business set aside, as in all cases, close examination will be exercised over each Conflict of Interest Plan to ensure compliance. Other documents to be reviewed are EPAAR 1552.209-72, 1552.209-70, (APR 1984) Deviation, and L.21 Proposal Instructions - COI Plan (See Attachment 8).